



REQUEST FOR QUALIFICATIONS FOR CITY ATTORNEY/LEGAL SERVICES

The City of Douglas is accepting qualification statements from interested attorneys or law firms for services related to providing legal assistance to the City.

Respondents to the RFQ must submit **THREE (3)** hard copies of their printed and bound proposal. Address qualifications to City Clerk Alma Andrade, 425 10th Street, Douglas, AZ 85607 by 4:00PM (Arizona Time) on Thursday, January 19, 2021.

The Statement of Qualifications must address the following criteria:

1. Name of firm, owner, address and telephone number.
2. Personnel qualifications. Identify the key Attorney who will take the lead as the main point of contact for the City on matters typically assigned to the City Attorney ; provide their resume and summarize their experience. Provide the same for other attorneys (if any) in the firm who may assist with the provision of services.
3. Specialized legal services competence. Provide information about the attorney and firm's experience in providing legal services to municipal organizations. Provide at least two references from these organizations including names, contact persons and phone numbers.
4. Capacity and capability. Provide information about the attorney and firm's capacity and capability to perform on short notice and in a timely manner. If the appointed City Attorney is not available are there other means of responding to requests?
5. Approach to communicating with the City. Describe the attorney and firm's approach to communicating with the City in regard to progress reports, status reports, recommendations, status of opinions, etc.
6. Understanding of services to be provided. Describe the attorney or firm's understanding of the scope of work.
7. Work schedule. Provide a plan for service delivery.
8. Conflict of interest. The attorney or firm, by submitting a proposal, certifies that to the best of its knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in their firm or in the purchase of services as described in this RFQ. They also certify that the information contained in the Statement of Qualifications is correct and complete to the best of their knowledge.
9. Costs for Providing Services. Please provide an estimate of the costs for providing the services described above. Such costs should include a base fee for providing routine opinions and services including attendance at regular City Council meetings, and additional fees related to

non-routine services such as prosecuting violations of municipal ordinances, representing the City in certain lawsuits, providing non-routine opinions and research, etc.

GENERAL SCOPE OF SERVICES

The City of Douglas is a Council/Manager form of government which provides a wide variety of services to citizens and visitors. These include water, wastewater, police, fire & ems, streets, sanitation, code enforcement, and other services.

An important part of this governance relies on quality legal services. This scope of services will include the possible appointment of a City Attorney, who will be appointed by and serve at the will and pleasure of the City of Douglas City Council. The purpose of this RFQ is to consider selection of an Attorney firm that will act in this capacity.

The legal services under consideration in this Request for Qualifications involve (but are not limited to):

1. Provide legal advice/interpretations and/or draft legal opinions as to laws/statutes to the Mayor & City Council at Council meetings, City Manager, Department Heads, Boards and Commissions.
2. Draft, review, evaluate and recommend the approval or modification of legal documents such as contracts, deeds, bonds, and others that are related to anticipated Council consideration.
3. Draft/interpret City Ordinances and Resolutions that are related to past or future Council considerations.
4. Represent the City of Douglas in state and federal court proceedings and in administrative proceedings.
5. Attend (virtually) City Council meetings and meetings of various Boards and Commissions as necessary.
6. Other general counsel as necessary.

EVALUATION CRITERIA – (listed in relative order of importance)

- A. Qualifications, Experience and Expertise (criteria 2, 3)
- B. Method of Approach (criteria 4, 5, 6, 7)
- C. Price Proposal (criteria 9)

GENERAL TERMS AND CONDITIONS OF CONTRACT

Any Respondent entering into a contract with the City must agree to a number of general terms and conditions.

1. Compliance with Laws: In performing this contract, Respondent shall comply with all applicable laws, ordinances, rules, regulations, and codes of Federal, State and local governments, including, but not limited to, the Arizona Worker's Compensation Act and all Federal and State tax laws. Because Respondent will be acting as an independent contractor, the Town assumes no responsibility for Respondent's acts.

The successful Respondent shall comply fully with applicable laws, regulations, and codes governing non-discrimination in public accommodations and commercial facilities including, without limitation, with the requirements of the Americans with Disabilities Act and all regulations there under.

2. Non-Waiver of Liability: The City of Douglas, as a public entity supported by tax money, in execution of its public trust, cannot agree to waive any lawful or legitimate right to protect the public treasury and the right of the taxpaying public to recover amounts lawfully due it. Therefore, any Respondent submitting a Submittal herein agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or to waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law. The City may agree to liquidated damages in lieu of certain delay damages.
3. Applicable Laws: Any and all legal disputes arising under the contract or out of the RFQ herein shall be tried according to the law of the State of Arizona and Respondent shall agree that the venue for any such action shall be in the State of Arizona, County of Cochise.
4. Organization Employment Disclaimer: Any contract entered into as a result of this RFQ will not constitute, create, give rise to or otherwise recognize a joint venture, agreement or relationship, partnership or formal business organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth therein. Respondent will agree that no persons supplied by it in the performance of the contract are employees of the City and further agrees that no rights to the City's civil service, personnel rules and benefits accrue to such persons.

Respondent shall be responsible for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, unemployment compensation, other benefits, taxes and premium appurtenant thereto concerning such persons provided by such Respondent in the performance of the contract, and Respondent shall save and hold the City harmless with respect thereto.

5. Transactional Conflicts of Interest: Respondents acknowledge that any contract resulting from this RFQ Submittal is subject to cancellation by the City pursuant to the provisions of

A.R.S. § 38-511.

6. Confidentiality of Information: Respondent shall treat all information furnished by the City and the results of the project hereunder as confidential. Respondent shall not disclose such information to others without the prior written consent of the Mayor and Council's authorized representative.
7. Compliance with the Immigration Report and Control Act of 1986 ("IRCA"): Respondent understands and acknowledges the applicability of the IRCA. Respondent agrees to comply with IRCA in performing under any contract contemplated by this RFQ and to permit the City to inspect Respondent's personnel records to verify such compliance.
8. Insurance: The successful Respondent shall provide the City with evidence of current professional liability insurance coverage in a form satisfactory to the City and in compliance with state law requirements.
9. Fund Appropriation Contingency: Respondent recognizes that any contract entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. Respondent herein recognizes that the continuation of any contract after the close of any given fiscal year of the City, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.